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## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Western, Inc.		12/11/2008	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	Durfort Holdings, S.A.	
Street Address:	594 Asbury Drive	
Internal Address:	Suite C	
City:	Mandeville	
State/Country:	LOUISIANA	
Postal Code:	70470	
Entity Type:	Bearer Share Corporation: PANAMA	

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	71573079	EMERSON
Serial Number:	71320457	ODIN
Serial Number:	72449808	LORD CLINTON

## **CORRESPONDENCE DATA**

Fax Number: (513)579-6457

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5135796960

Email: trademarks@kmklaw.com
Correspondent Name: Courtney A. Laginess
Address Line 1: One East Fourth Street

Address Line 2: Suite 1400

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER: BE6280REA003

NAME OF SUBMITTER: Courtney A. Laginess

TRADEMARK

900123551 REEL: 003910 FRAME: 0046

Signature:	/Courtney A. Laginess/	
Date:	12/29/2008	
Total Attachments: 4 source=AmWesternfiling#1#page1.tif source=AmWesternfiling#1#page2.tif source=AmWesternfiling#1#page3.tif source=AmWesternfiling#1#page4.tif		

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of the \( \mu \) day of December, 2008, from American Western, Inc. ("Assignor"), to Durfort Holdings, S.A., a Panamanian bearer share corporation ("Assignee").

WHEREAS, Assignor has used and may have ownership rights in the trademarks shown on Schedule A attached hereto, and made a part hereof (the "Trademarks");

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such Trademarks, including, but not limited to, the goodwill symbolized thereby, along with substantially all of the assets in connection with which the Trademarks are used and have been used, and Assignor desires to assign such Trademarks, goodwill and assets to Assignee;

NOW, THEREFORE,

) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, its entire right, title and interest in, to the Trademarks, and the assets and goodwill of the business symbolized thereby. This assignment includes all statutory and/or common law rights Assignor possesses in such Trademarks, and any and all trade names, trademarks, and trade dress used therewith, and any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks, including the right to receive all proceeds and damages therefrom, to the extent that Assignor possessed such rights. Additionally, to the extent that Assignor possesses such rights, this Assignment includes all rights to obtain registrations and/or renewals of registration or other legal protections pertaining to the Trademarks.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor makes no representation or warranty as to the extent of its ownership interest in any of the Trademarks. Assignor makes no representation or warranty as to the strength, enforceability,

validity, or registration status of the Trademarks, nor as to whether the Trademarks are registrable in the United States Patent and Trademark Office. Assignor does not necessarily claim exclusive ownership of any of the Trademarks, nor can Assignor make any representations as to any third party's rights in the Trademarks.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the day of December, 2008.
ASSIGNOR AMERICAN WESTERN INC.:
Signature: Signature: Sly
Printed Name: AFRED J. BERGER V.
State of Office
: SS County of HAMILLED)
On this // day of December, 2008, before me appeared, the person
who signed this instrument, who acknowledged that he signed it as a free act on his own behalf.
Signature of Notary Public

STACE SEUSERLING ROTATA PUBLIC, STATE OF OHIO RAY COMMISSION EXPIRES 01-03-11

# Schedule A

# TRADEMARKS

	<u>Trademark</u>	U.S. Serial Number (if applicable)
1.	EMERSON	71573079
2.	ODIN	71320457
3.	LORD CLINTON	72449808
4.	Y-B SQUIRES	N/A
5.	#63 LONDRES	N/A
6.	VAN DAM	N/A
7.	DRY SLITZ	N/A

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RECORDED: 12/29/2008